#### MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

#### **Request for Proposal**



Solicitation

Number:

08/06/02 at 3:00 P.M.

Due Date:

July 17, 2002

DG3000

Date Sent:

#### **Statewide Contract**

Goods and services to be purchased: MUSIC-ON-HOLD & MESSAGES-ON-HOLD

#### Please complete

Company Name			Federal Ta	x Identification Number		
Ordering Address		City	State	Zip Code		
Remittance Address (if different from or	City	State	Zip Code			
Type  Corporation Partnershi	Company Contact Person					
Telephone Number (include area code)	Fax Number (include area code)	Email Address				
Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)				
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)				
Minimum Order		Company's Internet Web Address				
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. Please review all documents carefully before completing.						
The undersigned certifies that to performed in Utah. YesNetc		manufact	ured, or			
Offeror's Authorized Representative's Si	gnature	Print or type name and title		Date		

STATE OF UTAH	
DIVISION OF PURCHASING	1

#### **Request for Proposal**

Solicitation Number: DG3000

Due Date: 08/06/02

Vendor Name:		
Chata of Utah Division of Durchasing Approval	I Data	Contract Number
State of Utah Division of Purchasing Approval	Date	Contract Number
Douglas G. Richins, Director		

MUSIC-ON-HOLD & MESSAGES-ON-HOLD.

1 YEAR WITH 3 (1) YEAR RENEWAL OPTIONS PER ATTACHED SPECIFICATIONS.

WITH QUESTIONS OR CLARIFICATION REGARDING THIS PROPOSAL PLEASE CONTACT BILL THEEL AT 801-538-3333.

FOR PURCHASING CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

#### **REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS**

- 1. **PROPOSAL PREPARATION:**(a) All prices and notations must be in ink or typewritten.
  (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid.
  (c) Unit price will govern, if there is an error in the extension.
  (d) Delivery of services as proposed is critical and must be adhered to.
  (e) Incomplete proposals may be rejected.
  (f) This proposal may not be withdrawn for a period of 60 days from the due date.
  (g) Where applicable, all proposals must include complete manufacturer's descriptive literature.
  (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.
- 2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. (b) modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with he requirements of this proposal including all terms and
- 3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.
- 4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
- 6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
- 7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Division.

- 8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a register of proposals shall be established. The register shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchase by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- The contractor agrees to warrant and assume 10. WARRANTY: responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract

- 11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 <u>Utah Code Annotated 1953</u>, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (<u>Utah Administrative Code</u> Section R33). These are available on the Internet at <u>www.purchasing.state.ut.us</u>.

(Revision 2/14/2000 - RFP.Instructions)

# Music-on-Hold (MOH) & Messages-on-Hold

#### Request for Proposal (RFP)

July 16, 2002

#### **Summary/Background Statement**

The State of Utah (the state), Department of Administrative Services (DAS), Division of Information Technology Services (ITS) is soliciting proposal responses for music-on-hold and custom messages-on-hold whether delivered as a service or utilizing equipment (boxes). Specifically, the state is seeking a business partner that can provide music-on-hold and custom messages-on-hold either: (1) via cable/satellite or (2) utilizing equipment (boxes) that can be accessed remotely via telephone lines. If the successful offeror utilizes cable/satellite to deliver music-on-hold, then the state assumes that the music will be refreshed frequently (dynamically) (if this assumption is incorrect, then explain); messages-on-hold need to be updated upon request. If the successful offeror utilizes equipment (boxes) to deliver music-on-hold, then the successful offeror must remotely access the boxes and update (refresh) music on a periodic basis, e.g., weekly, monthly or quarterly and messages-on-hold need to be updated upon request. Music-on-hold boxes will be connected to existing customer (state agency) telephone lines. The lines will not be dedicated to the MOH boxes, rather they will simply be utilized (accessed) after-hours to perform scheduled music/message updates (refresh); all updates must be performed after-hours to negate/minimize the possibility of line contention.

The successful offeror will be awarded a "statewide" contract and must, therefore, agree to provide their music-on-hold and messages-on-hold service/equipment to any and all political subdivisions, e.g., cities, counties, higher education, public education, etc. under the same terms and conditions as outlined in this RFP.

Muzak presently provides music-on-hold at eighty-nine state agency locations served by PBX and key systems and messages-on-hold at one PBX site; refer to Attachment I entitled "State of Utah - Muzak Sites" for a complete list of state agency locations that are presently being served by Muzak along with how service is being provided (either antenna or satellite). The present means of service provisioning, e.g., CD player, antenna and satellite is provided solely for informational purposes.

The existing sites will require continued music-on-hold and messages-on-hold service. An undetermined (unknown) number of additional state agency locations and potentially political subdivision locations may require music-on-hold and/or messages-on-hold service/equipment throughout the life of the contract awarded as a result of this RFP. Information Technology Services (ITS), acting on behalf of state agencies, will request (order) service, report troubles, make payment, etc. Political subdivisions must deal directly with the successful offeror (request service, report troubles, make payment, etc.).

Note: As used in this RFP, messages-on-hold equates to "custom" messages-on-hold.

#### **Term**

The statewide contract will begin upon the approval of the appropriate state authority with a one-year term, renewable on a year-by-year basis for three (3) additional years. Annual contract renewals will be contingent upon an annual performance review performed by ITS to verify that the successful offeror has fulfilled all contract terms and conditions.

#### **Project Manager**

Bill Theel

Telephone: (801) 538-3333 E-mail: <a href="mailto:btheel@utah.gov">btheel@utah.gov</a>

#### RFP Available Electronically

Contact Bill Theel via e-mail if you would like to receive this RFP in Word format (plus Excel spreadsheet attachments).

#### **RFP Due-Date**

August 6, 2002; 3:00 PM

#### **RFP Response Requirement/Format**

Offeror's must respond to each and every RFP specification/requirement delineated below; failure to do so will render your RFP submission as non-compliant.

Restate each of the below ten Specifications/Requirements; follow each with your (offeror's) response, for example:

1. The successful offeror must provide, install and maintain music/messages-on-hold service/equipment independent of support from the user (customer) agencies. ITS personnel can and will provide assistance when and where possible regarding the implementation and maintenance of music/messages-on-hold service/equipment, e.g., coordinate building access, receive/pass-on trouble reports from state customer agencies, etc.

Offeror's Response: XYZ Company understands and will comply.

#### Specifications/Requirements

- 1. The successful offeror must provide, install and maintain music/messages-on-hold service/equipment independent of support from the user (customer) agencies. ITS personnel can and will provide assistance when and where possible regarding the implementation and maintenance of music/messages-on-hold service/equipment, e.g., coordinate building access, receive/pass-on trouble reports from state customer agencies, etc.
- 2. Subcontractors: Offerors proposing the use of subcontracts must explicitly state so in their proposal, including for each subcontract, the subcontractor's name and address and the purpose of the subcontract. Be aware, the state considers any contract awarded as a result of this RFP to be between the state and the successful offeror's organization. Therefore, ITS' interface (point-of-contact) for any and all matters concerning music/messages-on-hold, e.g., ordering service, reporting troubles, billing issues, etc. must be exclusively and entirely with the successful offeror's organization (not with subcontractor(s)).
- 3. All fees, e.g., ASCAP, BMI, SESAC (artist licensing), etc. must be included in offeror's pricing.
- 4. The successful offeror assumes full responsibility for payment of royalties to the proper authorities.
- 5. Repair response must be within four (4) business hours for installations located along the Wasatch Front (Ogden Salt Lake City Metropolitan Area Provo) and eight (8) hours elsewhere throughout the state. Explain how you will address (resolve) service/equipment outages. If applicable, describe how MOH boxes will be repaired or replaced.
- 6. The music provided must be broadcast quality, middle-of-the-road (MOR) format.
- 7. Provide three references that are currently using your service; specifically, the type of service (MOH provisioning utilizing "service" or "equipment") that you are proposing in response to this RFP. Each reference must include company name and address as well as the name and telephone number of the contact person.
- 8. If as a result of this RFP, a contract is awarded to a "service provider" (service provided via cable/satellite), then the successful offeror must render a monthly Combined Summary Bill (Invoice) to ITS Accounts Payable. Minimally, the bill format must include the following information on a line-item basis: agency (service location) name/address, ITS' order number establishing service, offeror's (vendor's) unique account number and periodic amount due. Additionally, the following bill information must be stated: bill date, invoice number, period of service, due-date and grand total amount due; refer to Attachment II entitled "State of Utah Combined Summary Bill (Invoice) Sample". Billing associated with newly installed service, e.g., one-time installation costs, proration of monthly service billing, etc. must be clearly delineated from existing service billing so that the state can readily identify "new" from "existing" service.

If as a result of this RFP, a contract is awarded to an "equipment provider" (service provided utilizing premise-based boxes), then the successful offeror must render invoices as-needs-be to cover the purchase and installation of MOH boxes. If fee(s) are assessed for periodically refreshing (updating) music and/or messages, then a Combined Summary Bill (Invoice) as described above or some mutually acceptable variation thereof, will be required.

- 9. All pricing offered by the successful offeror must be guaranteed (locked) for the initial one-year contract period. Thereafter, the successful offeror may increase prices on an annual basis at the time of contract extension as long as the increase does not exceed the Consumer Price Index (CPI) or 5 percent (5%) whichever is lower. If pricing for the services and/or equipment being provided to the state decrease during the term of the contract, then such reductions must be passed on to the state within 30 days from the effective date of the price reduction(s).
- 10. Custom Messages-on-Hold Pricing:

For pricing purposes, Quarterly Rotation (4 times per year) and Semi-Annual Rotation custom messages-on-hold have been specified. Please describe any and all custom messages-on-hold options available to the state.

Custom messages-on-hold pricing must include:

- ? All fees, e.g., ASCAP, BMI, SESAC (artist licensing), etc.
- ? The successful offeror must update and make necessary changes to customers' messages-on-hold.
- ? Script Writing: Customer develops bullet points; successful offeror writes the script. After the script is written, the customer makes any necessary changes. After the changes have been made and the final script has been approved, the customer chooses the voice talent to be used.
- ? Professional Voice Talent: Customer reviews the finished product to ensure that it is correct.
- ? The successful offeror must e-mail or fax customers to remind them of when updates are due to ensure that old messages are not continually played.
- ? If applicable, digital message repeater(s) must be installed and maintained as part of the monthly price.

Fill in the blanks (below) for the following custom messages-on-hold monthly and installation costs:

Quarterly Rotation	\$ per month
Installation	\$
Semi-Annual Rotation	\$ per month
Installation	\$

#### Music-on-Hold and Custom Messages-on-Hold Costs

To be considered "compliant", offerors must be willing and able to: (1) provide both music-on-hold and custom messages on-hold service, (2) provide music-on-hold service at all 89 existing sites, (3) provide custom messages-on-hold service when and where requested and (4) provide music-on-hold and/or custom messages-on-hold at subsequent state agency locations throughout the contract period.

- ? Offerors proposing a "service provider" approach (delivery of service utilizing cable and/or satellite) to this RFP must complete Attachment III (MOH Service Provider Cost Matrix) in its entirety. Be aware, the intent of Attachment III is to identify only music-on-hold one-time and monthly costs, whereas, custom messages-on-hold one-time and monthly costs are to be identified under Specifications/Requirements, Item 10 (above).
- ? Offerors proposing an "equipment provider" approach (delivery of service utilizing premise-based MOH boxes capable of remote access via telephone lines) to this RFP must complete Attachment IV (MOH Equipment Provider Cost Matrix) in its entirety. Be aware, the intent of Attachment IV is to identify the cost associated with the purchase and installation of MOH boxes at existing state agency locations, whereas, custom messages-on-hold one-time and monthly costs are to be identified under Specifications/Requirements, Item 10 (above).
- ? If offerors choose to submit the use of both approaches ("service provider" and "equipment provider"), then they must complete both Attachments III and IV. Custom messages-on-hold one-time and monthly costs are to be identified under Specifications/Requirements, Item 10 (above).

#### **Evaluation Procedure**

ITS will recommend contract award to the offeror whose proposal best meets or exceeds all "Specifications/Requirements" and is least costly to the state over time. A four-year life cycle cost comparison (analysis) will be performed.

#### ? Computation of costs associated with "service provider" proposals:

Attachment III (MOH Service Provider Cost Matrix) information will be used to identify the cost associated with "service provider" proposals. A given "service provider's" four year life-cycle cost will be equal to the sum of their Year(s) One, Two, Three and Four (annual) total costs.

Year One total cost = the one-time "service installation cost" plus 12 X "monthly service cost"

Year Two total cost = 12 X "monthly service cost" Year Three total cost = 12 X "monthly service cost" Year Four total cost = 12 X "monthly service cost"

#### ? Computation of costs associated with "equipment provider" proposals:

Attachment IV (MOH Equipment Provider Cost Matrix) information will be used to identify the cost associated with "equipment provider" proposals. A given "equipment provider's" four year life-cycle cost will be equal to the sum of their Year(s) One, Two, Three and Four (annual) total costs.

Year One total cost = the one-time purchase & installation cost for 89 MOH boxes plus the

monthly cost to refresh (update) music at all 89 sites at the rate of once per

month X 12 months

Year Two total cost = the monthly cost to refresh (update) music at all 89 sites at the rate of once

per month X 12 months

Year Three total cost = the monthly cost to refresh (update) music at all 89 sites at the rate of once

per month X 12 months

Year Four total cost = the monthly cost to refresh (update) music at all 89 sites at the rate of once

per month X 12 months

### State of Utah - Muzak Sites

	Customer (Agency) Name	Address	City	System Type	Manufacturer	Means of Service
1	Court - 3rd District / Juvenile (South Probation)	10011 So. Centennial Parkway	Sandy	Key System	Telrad	CD Player
2	Fairpark	1095 W Motor Avenue	Salt Lake City	Key System	Tadiran	Antenna
3	Corrections - Bonneville Community Correctional Center	1141 South 2475 West	Salt Lake City	Key System	Telrad	Antenna
4	Moab Regional Center	1165 S Highway 191	Moab	Key System	Telrad	Satellite
5	Workforce Services	1185 N Chappel Drive	Spanish Fork	Key System	Telrad	Satellite
6	Human Services	120 N 200 W	Salt Lake City	PBX	Avaya	Antenna
7	Workforce Services	1290 E 1450 S	Clearfield	Key System	Telrad	Satellite
8	Human Services - State Hospital	1300 E Center Street	Provo	PBX	Avaya	Satellite
9	Human Services	1350 E 1450 S	Clearfield	Key System	Tadiran	Satellite
10	Surplus Property	13800 S 447 W	Draper	Key System	Telrad	Antenna
11	Workforce Services	1385 S State Street	Salt Lake City	PBX	Avaya	Antenna
12	Workforce Services - Main	140 E 300 S	Salt Lake City	PBX	Avaya	Antenna
13	Court - 1st District / Juvenile	140 N 100 W	Logan	Key System	Telrad	Satellite
14	Corrections - Draper Prison	14425 S Bitterbrush Lane	Draper	PBX	Avaya	Antenna
15	Corrections - Administration	14717 S Minuteman Drive	Draper	PBX	Avaya	Antenna
16	Corrections - Fred House Training Center	14727 Minuteman Drive	Draper	Key System	Telrad	Antenna
17	Court - 6th District / Juvenile	149 E 100 S	Price	Key System	Telrad	Satellite
18	Provo Regional Center	150 E Center Street	Provo	PBX	Avaya	Satellite
19	Corrections - AP&P Region 5	150 N 200 E	St George	Key System	Telrad	Satellite
20	Rehabilitation - Northern Utah District	150 N Washington	Ogden	Key System	Telrad	Antenna
21	Workforce Services - Expomart	158 S 200 W	Salt Lake City	PBX	Avaya	Antenna
22	Heber Wells Building	160 E 300 S	Salt Lake City	PBX	Avaya	Antenna
23	Court - 3rd District / Juvenile (City Probation)	160 E 800 S	Salt Lake City	Key System	Telrad	Antenna
24	Workforce Services	162 N 400 E	St George	Key System	Telrad	Satellite
25	Natural Resources	1636 W North Temple	Salt Lake City	PBX	Avaya	Antenna
26	Court - 3rd District / Juvenile & Central Probation	1750 W 4160 W	Salt Lake City	Key System	Tadiran	Antenna
27	Workforce Services	1951 W 5400 S	Roy	Key System	Telrad	Satellite
28	Human Services - Slate Canyon Youth Detention Center	1991 S State Street	Provo	Key System	Telrad	Satellite
29	Court - 4th District / Juvenile	2021 S State Street	Provo	Key System	Telrad	Satellite
30	Human Services - Youth Corrections	205 W 900 N	Springville	Key System	Telrad	Satellite
31	Transportation - District II	2060 S 2400 W	Salt Lake City	PBX	Avaya	Antenna
32	Tax Commission	210 N 1950 W	Salt Lake City	PBX	Avaya	Antenna
33	Court - 3rd District	210 W 10000 S	Sandy	Key System	Telrad	Antenna
34	Corrections - AP&P (Iron County/Utah State Control Facility)	2134 N Main	Cedar City	Key System	County System	Satellite
35	Court - 5th District	2160 S 600 W	Beaver	Key System	Telrad	Satellite
36	Court - 5th District / Juvenile	220 N 200 E	St George	Key System	Telrad	Satellite

### State of Utah - Muzak Sites

	Customer (Agency) Name	Address	City	System Type	Manufacturer	Means of Service
37	Corrections - Fremont Community Correctional Center	2365 S 2588 W	West Valley City	Key System	Telrad	Antenna
38	Human Services - Youth Corrections	237 Mountainland Drive	Orem	Key System	Telrad	Satellite
39	Corrections - Northern Utah Community Correctional Center	2445 S 1125 W	Ogden	Key System	Telrad	Satellite
40	Human Services - Youth Corrections	2465 N Main	Sunset	Key System	Telrad	Satellite
41	Court - 2nd District	2525 Grant Avenue	Ogden	PBX	Avaya	Satellite
42	Corrections - Day Reporting Center	254 W 400 S	Salt Lake City	Key System	Telrad	Antenna
43	Ogden Regional Center	2540 Washington Blvd	Ogden	PBX	Avaya	Satellite
44	Corrections - Central Utah Correctional Facility	255 E 300 N	Gunnison	PBX	Avaya	Satellite
45	Health	288 N 1460 W	Salt Lake City	PBX	Avaya	Antenna
46	Human Services	305 N Main	Tooele	Key System	Telrad	Satellite
47	Guardian Ad Litem	32 W Center Street	Provo	Key System	Telrad	Antenna
48	Community & Economic Development (DCED)	324 S State Street	Salt Lake City	PBX	Avaya	Satellite
49	Unclaimed Property	341 S Main	Salt Lake City	Key System	Telrad	Satellite
50	Capitol Complex	350 N State Street	Salt Lake City	PBX	Avaya	Antenna
51	Wasatch Youth Center	3534 S 700 W	Salt Lake City	Key System	Telrad	Satellite
52	Corrections - AP&P Region 3	36 W Fremont Avenue	Salt Lake City	PBX	Avaya	Antenna
53	Court - 3rd District	3636 S Constitution	West Valley City	Key System	Tadiran	Antenna
54	Human Services - Office of Recovery Services	377 E Riverside Drive	St. George	Key System	Telrad	Satellite
55	Court - 5th District / Juvenile	40 North 106 East	Cedar City	Key System	Telrad	Satellite
56	Human Services - DCFS	4122 S 1785 W	Taylorsville	Key System	Telrad	Antenna
57	Court - 2nd District	425 N Wasatch Drive	Layton	Key System	Telrad	Satellite
58	Human Services - DCFS	4250 W 5415 S	Kearns	Key System	Telrad	Antenna
59	Court - 1st District / Juvenile	43 N Main	Brigham City	Key System	Telrad	Satellite
60	Court - Matheson	450 S State Street	Salt Lake City	PBX	Avaya	Antenna
61	Public Safety - Rampton Complex	4501 S 2700 W	West Valley City	PBX	Avaya	Antenna
62	Court - 3rd District	5022 S State Street	Murray	Key System	Telrad	Antenna
63	UDI/Fire Marshall/AG	5272 S College Drive	Murray	Key System	Telrad	Antenna
64	Court - 3rd District / Juvenile	5296 S Commerce Drive	Murray	Key System	Telrad	Antenna
65	Highway Patrol	5681 Commerce Dr. (320 West)	Murray	Key System	Telrad	Antenna
66	Workforce Services - South County	5735 S Redwood Road	Salt Lake City	PBX	Avaya	Antenna
67	Human Services - DCFS	578 E 300 S	American Fork	Key System	Telrad	Satellite
68	Human Services - Youth Corrections	61 W 3900 S	Salt Lake City	Key System	Telrad	Antenna
69	Corrections - AP&P Region 3	612 N Main	Tooele	Key System	Telrad	Satellite
70	Trust Lands	63 S 300 E	St. George	Key System	Telrad	Satellite
71	Corrections - AP&P Region 6	630 W Price River Drive	Price	Key System	Telrad	Satellite
72	Human Services - Holladay	645 E 4500 S	Murray	PBX	Avaya	Antenna

	Customer (Agency) Name	Address	City	System Type	Manufacturer	Means of Service
73	Human Services - DCFS / Workforce Services - Public Safety	69 North 600 West	Heber	Key System	Telrad	Satellite
74	Workforce Services - Metro	720 S 200 E	Salt Lake City	PBX	Avaya	Satellite
75	Workforce Services	751 E 700 S	American Fork	Key System	Telrad	Satellite
76	Workforce Services	763 W 700 S	Woodscross	Key System	Telrad	Satellite
77	Corrections - AP&P Region 4	765 S Highway 99	Fillmore	Key System	Telrad	Satellite
78	Court - 8th District / Juvenile	780 W Main	Vernal	Key System	Telrad	Satellite
79	Human Services - Millcreek Youth Center	790 W 12th Street	Ogden	Key System	Telrad	Satellite
80	Corrections - Orange Street Community Correctional Center	80 S Orange Street	Salt Lake City	Key System	Telrad	Antenna
81	Court - 2nd District	800 W State	Farmington	PBX	Avaya	Satellite
82	Court (tenant on Sevier County Jail system)	835 E 300 N	Richfield	Key System	County System	Satellite
83	Human Services - DCFS	856 Sage Drive	Cedar City	Key System	Telrad	Satellite
84	Corrections - AP&P Region 1	9 W Forest Street	Brigham City	Key System	Telrad	Satellite
85	Court - District / Juvenile; Guardian Ad Litem; Probation	920 E Highway 40	Vernal	Key System	Telrad	Satellite
86	Corrections - AP&P Region 1	95 W 100 S	Logan	Key System	Telrad	Satellite
87	Court - 4th District / Juvenile	950 E State Road	American Fork	Key System	Telrad	Satellite
88	Court - 4th District	98 N Center Street	American Fork	Key System	Telrad	Satellite
89	Court - 4th District / Juvenile	99 E Center	Orem	Key System	Telrad	Satellite

**Note:** The on-premise commercial CD player identified above was utilized because Muzak was unable to gain access from the roof to the telephone room.

# **Attachment II State of Utah Combined Summary Bill (Invoice) - Sample**

#### State of Utah Combined Summary Bill (Invoice)

Bill Date: 5/30/02 Period of Service: 5/01/02 - 5/30/02

Bill (Invoice) #: 1234 Due-Date: 6-15-02

Agency (Service Location) Name/Address	Order Number Establishing Service	Vendor Account #	Amount Due (Per Month)
	36309	00702	\$XX.XX
	36314	00703	\$XX.XX
	36304	00701	\$XX.XX
	36319	00704	\$XX.XX
Etc.	Etc.	Etc.	Etc.
Etc.	Etc.	Etc.	Etc.
		Grand Total =	\$YYY.YY

Remit to: XYZ Vendor, Vendor's Address; Attn: Accounts Receivable

### **MOH Service Provider Cost Matrix**

	Customer (Agency) Name	Address	City	One-Time Service Installation Cost	Monthly Service Cost
1	Court - 3rd District / Juvenile (South Probation)	10011 So. Centennial Parkway	Sandy		
2	Fairpark	1095 W Motor Avenue	Salt Lake City		
3	Corrections - Bonneville Community Correctional Center	1141 South 2475 West	Salt Lake City		
4	Moab Regional Center	1165 S Highway 191	Moab		
5	Workforce Services	1185 N Chappel Drive	Spanish Fork		
6	Human Services	120 N 200 W	Salt Lake City		
7	Workforce Services	1290 E 1450 S	Clearfield		
8	Human Services - State Hospital	1300 E Center Street	Provo		
9	Human Services	1350 E 1450 S	Clearfield		
10	Surplus Property	13800 S 447 W	Draper		
11	Workforce Services	1385 S State Street	Salt Lake City		
12	Workforce Services - Main	140 E 300 S	Salt Lake City		
13	Court - 1st District / Juvenile	140 N 100 W	Logan		
14	Corrections - Draper Prison	14425 S Bitterbrush Lane	Draper		
15	Corrections - Administration	14717 S Minuteman Drive	Draper		
16	Corrections - Fred House Training Center	14727 Minuteman Drive	Draper		
17	Court - 6th District / Juvenile	149 E 100 S	Price		
18	Provo Regional Center	150 E Center Street	Provo		
19	Corrections - AP&P Region 5	150 N 200 E	St George		
20	Rehabilitation - Northern Utah District	150 N Washington	Ogden		
21	Workforce Services - Expomart	158 S 200 W	Salt Lake City		
22	Heber Wells Building	160 E 300 S	Salt Lake City		
23	Court - 3rd District / Juvenile (City Probation)	160 E 800 S	Salt Lake City		
24	Workforce Services	162 N 400 E	St George		
25	Natural Resources	1636 W North Temple	Salt Lake City		
26	Court - 3rd District / Juvenile & Central Probation	1750 W 4160 W	Salt Lake City		
27	Workforce Services	1951 W 5400 S	Roy		
28	Human Services - Slate Canyon Youth Detention Center	1991 S State Street	Provo		
29	Court - 4th District / Juvenile	2021 S State Street	Provo		
30	Human Services - Youth Corrections	205 W 900 N	Springville		
31	Transportation - District II	2060 S 2400 W	Salt Lake City		
32	Tax Commission	210 N 1950 W	Salt Lake City		
33	Court - 3rd District	210 W 10000 S	Sandy		
34	Corrections - AP&P (Iron County/Utah State Control Facility)	2134 N Main	Cedar City		
35	Court - 5th District	2160 S 600 W	Beaver		
36	Court - 5th District / Juvenile	220 N 200 E	St George		
37	Corrections - Fremont Community Correctional Center	2365 S 2588 W	West Valley City		

### **MOH Service Provider Cost Matrix**

	Customer (Agency) Name	Address	City	One-Time Service Installation Cost	Monthly Service Cost
38	Human Services - Youth Corrections	237 Mountainland Drive	Orem		
39	Corrections - Northern Utah Community Correctional Center	2445 S 1125 W	Ogden		
40	Human Services - Youth Corrections	2465 N Main	Sunset		
41	Court - 2nd District	2525 Grant Avenue	Ogden		
42	Corrections - Day Reporting Center	254 W 400 S	Salt Lake City		
43	Ogden Regional Center	2540 Washington Blvd	Ogden		
44	Corrections - Central Utah Correctional Facility	255 E 300 N	Gunnison		
45	Health	288 N 1460 W	Salt Lake City		
46	Human Services	305 N Main	Tooele		
47	Guardian Ad Litem	32 W Center Street	Provo		
48	Community & Economic Development (DCED)	324 S State Street	Salt Lake City		
	Unclaimed Property	341 S Main	Salt Lake City		
50	Capitol Complex	350 N State Street	Salt Lake City		
51	Wasatch Youth Center	3534 S 700 W	Salt Lake City		
52	Corrections - AP&P Region 3	36 W Fremont Avenue	Salt Lake City		
53	Court - 3rd District	3636 S Constitution	West Valley City		
54	Human Services - Office of Recovery Services	377 E Riverside Drive	St. George		
55	Court - 5th District / Juvenile	40 North 106 East	Cedar City		
56	Human Services - DCFS	4122 S 1785 W	Taylorsville		
57	Court - 2nd District	425 N Wasatch Drive	Layton		
58	Human Services - DCFS	4250 W 5415 S	Kearns		
59	Court - 1st District / Juvenile	43 N Main	Brigham City		
60	Court - Matheson	450 S State Street	Salt Lake City		
61	Public Safety - Rampton Complex	4501 S 2700 W	West Valley City		
62	Court - 3rd District	5022 S State Street	Murray		
63	UDI/Fire Marshall/AG	5272 S College Drive	Murray		
64	Court - 3rd District / Juvenile	5296 S Commerce Drive	Murray		
65	Highway Patrol	5681 Commerce Dr. (320 West)	Murray		
66	Workforce Services - South County	5735 S Redwood Road	Salt Lake City		
67	Human Services - DCFS	578 E 300 S	American Fork		
68	Human Services - Youth Corrections	61 W 3900 S	Salt Lake City		
69	Corrections - AP&P Region 3	612 N Main	Tooele		
	Trust Lands	63 S 300 E	St. George		
71	Corrections - AP&P Region 6	630 W Price River Drive	Price		
72	Human Services - Holladay	645 E 4500 S	Murray		
73	Human Services - DCFS / Workforce Services - Public Safety	69 North 600 West	Heber		
74	Workforce Services - Metro	720 S 200 E	Salt Lake City		

### **MOH Service Provider Cost Matrix**

	Customer (Agency) Name	Address	City	One-Time Service Installation Cost	Monthly Service C	•
75	Workforce Services	751 E 700 S	American Fork			
76	Workforce Services	763 W 700 S	Woodscross			
77	Corrections - AP&P Region 4	765 S Highway 99	Fillmore			
78	Court - 8th District / Juvenile	780 W Main	Vernal			
79	Human Services - Millcreek Youth Center	790 W 12th Street	Ogden			
80	Corrections - Orange Street Community Correctional Center	80 S Orange Street	Salt Lake City			
81	Court - 2nd District	800 W State	Farmington			
82	Court (tenant on Sevier County Jail system)	835 E 300 N	Richfield			
83	Human Services - DCFS	856 Sage Drive	Cedar City			
84	Corrections - AP&P Region 1	9 W Forest Street	Brigham City			
85	Court - District / Juvenile; Guardian Ad Litem; Probation	920 E Highway 40	Vernal			
86	Corrections - AP&P Region 1	95 W 100 S	Logan			
87	Court - 4th District / Juvenile	950 E State Road	American Fork			
88	Court - 4th District	98 N Center Street	American Fork			
89	Court - 4th District / Juvenile	99 E Center	Orem			
			Totals =			

#### Date: 7-16-02

### **MOH Equipment Provider Cost Matrix**

	Customer (Agency) Name	Address	City	One-Time Purchase & Installation Cost	Monthly Cost to Refresh Music
1	Court - 3rd District / Juvenile (South Probation)	10011 So. Centennial Parkway	Sandy		
2	Fairpark	1095 W Motor Avenue	Salt Lake City		
3	Corrections - Bonneville Community Correctional Center	1141 South 2475 West	Salt Lake City		
4	Moab Regional Center	1165 S Highway 191	Moab		
5	Workforce Services	1185 N Chappel Drive	Spanish Fork		
6	Human Services	120 N 200 W	Salt Lake City		
7	Workforce Services	1290 E 1450 S	Clearfield		
8	Human Services - State Hospital	1300 E Center Street	Provo		
9	Human Services	1350 E 1450 S	Clearfield		
10	Surplus Property	13800 S 447 W	Draper		
11	Workforce Services	1385 S State Street	Salt Lake City		
12	Workforce Services - Main	140 E 300 S	Salt Lake City		
13	Court - 1st District / Juvenile	140 N 100 W	Logan		
14	Corrections - Draper Prison	14425 S Bitterbrush Lane	Draper		
15	Corrections - Administration	14717 S Minuteman Drive	Draper		
16	Corrections - Fred House Training Center	14727 Minuteman Drive	Draper		
17	Court - 6th District / Juvenile	149 E 100 S	Price		
18	Provo Regional Center	150 E Center Street	Provo		
19	Corrections - AP&P Region 5	150 N 200 E	St George		
20	Rehabilitation - Northern Utah District	150 N Washington	Ogden		
21	Workforce Services - Expomart	158 S 200 W	Salt Lake City		
22	Heber Wells Building	160 E 300 S	Salt Lake City		
23	Court - 3rd District / Juvenile (City Probation)	160 E 800 S	Salt Lake City		
24	Workforce Services	162 N 400 E	St George		
25	Natural Resources	1636 W North Temple	Salt Lake City		
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27	Workforce Services	1951 W 5400 S	Roy		
28	Human Services - Slate Canyon Youth Detention Center	1991 S State Street	Provo		
29	Court - 4th District / Juvenile	2021 S State Street	Provo		1
30	Human Services - Youth Corrections	205 W 900 N	Springville		
31	Transportation - District II	2060 S 2400 W	Salt Lake City		
32	Tax Commission	210 N 1950 W	Salt Lake City		
33	Court - 3rd District	210 W 10000 S	Sandy		
34	Corrections - AP&P (Iron County/Utah State Control Facility)	2134 N Main	Cedar City		
35	Court - 5th District	2160 S 600 W	Beaver		
36	Court - 5th District / Juvenile	220 N 200 E	St George		1
37	Corrections - Fremont Community Correctional Center	2365 S 2588 W	West Valley City		1

#### Date: 7-16-02

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42	Corrections - Day Reporting Center	254 W 400 S	Salt Lake City		
43	Ogden Regional Center	2540 Washington Blvd	Ogden		
44	Corrections - Central Utah Correctional Facility	255 E 300 N	Gunnison		
45	Health	288 N 1460 W	Salt Lake City		
46	Human Services	305 N Main	Tooele		
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52	Corrections - AP&P Region 3	36 W Fremont Avenue	Salt Lake City		
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69	Corrections - AP&P Region 3	612 N Main	Tooele		
70	Trust Lands	63 S 300 E	St. George		
71	Corrections - AP&P Region 6	630 W Price River Drive	Price	_	
72	Human Services - Holladay	645 E 4500 S	Murray		
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### **MOH Equipment Provider Cost Matrix**

				One-Time Purchase & Installation	Monthly Cost to
	Customer (Agency) Name	Address	City	Cost	Refresh Music
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78	Court - 8th District / Juvenile	780 W Main	Vernal		
79	Human Services - Millcreek Youth Center	790 W 12th Street	Ogden		
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81	Court - 2nd District	800 W State	Farmington		
82	Court (tenant on Sevier County Jail system)	835 E 300 N	Richfield		
83	Human Services - DCFS	856 Sage Drive	Cedar City		
84	Corrections - AP&P Region 1	9 W Forest Street	Brigham City		
85	Court - District / Juvenile; Guardian Ad Litem; Probation	920 E Highway 40	Vernal		
86	Corrections - AP&P Region 1	95 W 100 S	Logan		
87	Court - 4th District / Juvenile	950 E State Road	American Fork		
88	Court - 4th District	98 N Center Street	American Fork		
89	Court - 4th District / Juvenile	99 E Center	Orem		

## Standard Contract Terms and Conditions State of Utah, Statewide Contracts

(Request for Proposals)

- 1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS: Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- **4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- **5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- **6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR: Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- **8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- **10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS: The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- **12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- **13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES: Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utahs sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entitys essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of

Utah-s Federal excise exemption number is 87-780019K.

- 15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- **16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.
- 17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.
- **18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
- **19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.
- **20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.
- 21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
- 22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.
- 23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.
- **24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.
- 25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card. All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.
- **26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.
- 27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in proposal preparation.
- 28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places

determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

- 29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- **30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.
- **31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.
- **32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contact after determining such delay or default will reasonably prevent successful performance of the contract.
- **33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.
- **34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.
- **35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.
- **36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.
- **37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002